

#	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
	<p><u>Sections 251 and 252 of the Telecommunications Act of 1996 by and between New England Telephone and Telegraph Company d/b/a Verizon Rhode Island and Cox Rhode Island Telcom II, L.L.C. d/b/a Cox Communications," approved as of 5/2/99:</u></p> <p>1. Transit Service</p> <p>1.1 Transit Service means the delivery of certain traffic between Cox and a LEC by VZ-VA over the Local/IntraLATA/InterLATA Trunks. The following traffic types will be delivered: (i) Local or intraLATA Toll Traffic originated from Cox to such LEC; and (ii) Local Traffic or IntraLATA Toll Traffic originated from such LEC and terminated to Cox where VZ-VA carries such traffic.</p> <p>1.2 Subject to Section 7.2.4, the Parties shall compensate each other for Transit Service as follows:</p> <p>a) Cox shall pay VZ-VA for Local Traffic Cox originated over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on VZ-VA for the delivery or termination of such traffic, including any InterLATA or IntraLATA switched access charges;</p> <p>b) VZ-VA shall pay Cox for Local, InterLATA, or IntraLATA Toll Traffic terminated to Cox from such LEC at the appropriate reciprocal compensation rates described in Section 5.7, InterLATA access rates, or at Cox applicable switched access or other rates or local termination rate, whichever is appropriate.</p>			

#	Cox Language	VZ-VA Language	Cox's Position	VZ-VA's Position
	<p>1.3 VZ-VA expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of those services supported by VZ-VA and billing functions. In all cases, Cox is responsible to follow the Exchange Message Record (EMR) standard and exchange records with both VZ-VA and the terminating LEC to facilitate the billing process to the originating network.</p> <p>1.4 VZ-VA agrees that it shall make available to Cox, at Cox's sole option, any Tandem Transit arrangement VZ-VA offers to another Telecommunications Carrier at the same rates, terms, and conditions provided to such other Telecommunications carrier.</p> <p>2. Additional Terms</p> <p>2.1 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the capacity of the installed trunks for the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups consistent with the grades of service and quality parameters set forth in the Joint Grooming Process.</p>			

**Draft 2/04/00**  
**FOR DISCUSSION PURPOSES ONLY**

**Intercarrier Compensation Proposal**

**For**

**Cox Virginia Telcom, Inc.**

This proposal contains a comprehensive set of changes to the Draft Interconnection Agreement provided to Cox on \_\_\_\_\_. As such, this proposal is an integrated package that is intended to reflect a balancing of the Parties' interests with respect to reciprocal compensation and network architecture.

**1. *Delete Section 1.41 and insert the following new Section 1.41:***

1.41 "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network, within a given local calling area, or expanded area service ("EAS") area, as defined in BA's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Local Traffic does not include any Internet Traffic (as such term is hereinafter defined).

**2. *Retain the following definition of "Internet Traffic":***

1.xx "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of a transmission.

**3. *Add a new Section 1.xx as follows:***

1.xx "Compensable Internet Traffic" means dial-up switched Internet Traffic that is originated by an end-user subscriber of one Party, is transmitted by that Party to the switched network of the other Party, and then is handed off by that Party to an Internet Service Provider which has been assigned a telephone number or telephone numbers within an NXX or NXXs which are local to the originating end-user subscriber. Internet Traffic over which telephony is conducted is not Compensable Internet Traffic.

**4. *Delete Section 1.60 (definition of Reciprocal Compensation).***

**5. *Add a new Section 1.xx as follows:***

1.xx "Intercarrier Compensation" refers to the remuneration received by one Party (the "Receiving Party") to recover its costs for receiving and terminating Local Traffic or receiving and

handing off Compensable Internet Traffic that originates on the network of the other Party (the "Originating Party").

6. ***Delete Section 4.1.4 and insert the following new Section 4.1.4:***

**4.1.4 Geographic Relevance**

4.1.4.1 Interconnection Points. The Parties shall establish physical Interconnection Points ("IPs") at the locations designated on Schedule 4.0, which shall be revised from time to time in accordance with the requirements of this Section. Each Party, as an Originating Party, may request that the other Party, as a Receiving party, establish IPs on the Receiving Party's network that are geographically-relevant to the NXXs (and associated rate centers) that are assigned by the Receiving Party. In the case of BA as a Receiving Party, to the extent Cox requests BA to establish a geographically-relevant IP in addition to the BA-IPs at the BA Tandems, the geographically-relevant IP shall be the BA end office serving the Customer for whom the traffic is intended. In the case of Cox as a Receiving Party, BA may request, and Cox will then establish, geographically-relevant IPs by establishing a Cox-IP at a Collocation site at each BA Tandem in a LATA (or, in the case of a single Tandem LATA, at each BA End Office Host), for those NXXs serving equivalent BA rate centers which subtend the BA Tandem (or BA End Office Hosts). In any LATA in which BA agrees that Cox may meet its obligation to establish geographically relevant IPs through a Collocation site at fewer than all of the BA Tandems (or BA End Office Host) in a LATA, including the LATAs identified in Schedule 4.0, then BA shall determine and advise Cox as to which Cox-IP established at a Collocation site (or other available Cox-IP) BA will deliver traffic from each relevant originating rate center or other originating location.

If Cox fails to establish a geographically-relevant IP as provided herein within a commercially reasonable time, then Cox shall bill and BA shall pay only the applicable Inter-carrier Compensation Rate for the relevant NXX, as set forth in Section 5.7 below, less BA's monthly recurring rate for unbundled dedicated interoffice transport from BA's originating End Office to Cox's IP.

Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such Cox-IP is not located at a Collocation site at a BA Tandem (or BA End Office Host), then Cox shall permit BA to establish physical interconnection at the Cox-IP, to the extent such physical interconnection is technically feasible.

At any time that Cox establishes a Collocation site at a BA End Office, then either Party may request that such Cox Collocation site be established as the Cox-IP for traffic originated by BA Customers served by that End Office. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network interconnection in a LATA, then upon BA's request for a geographically-relevant Cox-IP, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the geographically-relevant IPs. If Cox should fail to establish an IP at an end office Collocation site pursuant to BA's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically relevant Cox-IPs or to an end office Collocation site Cox-IP

within sixty (60) days following BA's request, Cox shall bill and BA shall pay the applicable Inter-carrier Compensation Rate for the relevant NXX, as set forth in Section 5.7 below, less BA's monthly recurring rate for unbundled dedicated interoffice transport from BA's originating End Office to the Cox-IP.

Should Cox choose to obtain transport from BA for Local and Compensable Internet Traffic from a Cox-IP at a Collocation site to another Cox location, BA shall bill and Cox shall pay, the applicable unbundled dedicated interoffice transport and channel termination rates set forth herein.

**4.1.4.2 Trunking Architecture.** The Originating Party must establish direct trunking to a Receiving Party's end office (which may have a Tandem-routed overflow) by self-provisioning, purchasing transport rated as unbundled dedicated interoffice transport from the Receiving Party, or purchasing from a third party if the Local and Compensable Internet Traffic destined for that end office exceeds the equivalent of one DS1 for any three (3) months during any six (6) month period. For purposes of this paragraph, BA shall satisfy its end office trunking obligations by handing off traffic to a Cox-IP. Should Cox fail to comply with this end office trunking requirement, then the Inter-carrier Compensation rate to be paid by Cox shall be determined as follows: (i) for direct (non-switched) end office trunks delivered to BA at the BA Tandem Wire Center that is subtended by the BA end office serving the Customer location receiving the call, Cox shall pay the applicable Inter-carrier Compensation rate then in effect pursuant to Section 5.7.3, plus \$.0007 per minute of use; and (ii) for Tandem-switched trunks delivered to BA at the BA Tandem Wire Center that is subtended by the relevant BA end office, Cox shall pay the Tandem Office Reciprocal Call Termination Rate as set forth in Exhibit A hereto; provided, however, that in the event Cox has properly forecasted and ordered the required trunking from BA and BA has been unable to provision the ordered trunking, Cox shall not be obligated to pay the higher Tandem Office rate until BA is able to provide the requested trunking.

**7. *Delete Section 5.7 and replace it with the following new Section 5.7:***

**5.7 Inter-carrier Compensation Arrangements – Section 251(b)(5)**

The provisions of this Section 5.7 govern the payment of Inter-carrier Compensation between the Parties. The Parties intend and agree that the Originating Party's payment of Inter-carrier Compensation to the Receiving Party in accordance with the terms of this Agreement shall fulfill the Originating Party's obligation under Section 251(b)(5) of the Act to pay reciprocal compensation to the Receiving Party for termination of Local Traffic, and shall further fulfill any obligation the Originating Party may have to compensate the Receiving Party for receiving and handing off Internet Traffic. BA's delivery of traffic to Cox that originates with a third carrier is addressed in Section 7.3. Where Cox delivers traffic to BA that originates with a carrier other than Cox, except as may be set forth herein or subsequently agreed to by the Parties, Cox shall pay BA the same amount that such carrier would have paid BA for termination of that traffic at the location the traffic is delivered to BA by Cox. Compensation for the transport and termination of traffic not specifically addressed in this subsection shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.

**5.7.1** Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as local in its Customer Tariffs.

5.7.2 Each Party shall pay Inter-carrier Compensation to the other Party at equal and symmetrical rates, as provided in Section 5.7.3 below, on condition that the other Party continues to fulfill its obligations under Section 4.1.4. These rates are to be applied at the Cox-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by Cox. Except as otherwise expressly stated in this Agreement, no additional charges, including port or transport charges, shall apply for receiving and terminating Local Traffic or receiving and handing off Compensable Internet Traffic delivered to the BA-IP or the Cox-IP. When Local Traffic or Compensable Internet Traffic is exchanged over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic.

5.7.3 Subject to the conditions set forth in Section 5.7.6 below, and in consideration of the Parties' having agreed to the physical architecture commitments set forth in Section 4.1.4 above, the Originating Party shall compensate the Receiving Party as follows:

5.7.3.1 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including February 1, 1999 to and including December 31, 1999, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.003 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.3.2 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including January 1, 2000 to and including March 31, 2000, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.0025 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.3.3 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including April 1, 2000 to and including June 30, 2000, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.002 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.3.4 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including July 1, 2000 to and including September 30, 2002, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.0015 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement; provided, however, that during any month after January 1, 2001 in which the balance of traffic (including both Local Traffic and Internet Traffic) between the Originating Party and the Receiving Party exceeds a ratio of 10:1, then the rate to be paid by the Originating Party to the Receiving Party in that month for all traffic in excess of said 10:1 ratio shall be the lesser of \$.0012 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.4 Each Party reserves the right to assert in any appropriate forum that Internet Traffic generated in connection with the provisioning of telephony ("Internet Telephony"), such as a connection capable of real-time two-way telephonic communication between two or more locations other than the ISP location, is subject to a different compensation structure (such as, for example, exchange access) than the compensation structure specified in this Section 5.7. The Parties agree to

abide by any legally effective order of the FCC, the Commission or a court of competent jurisdiction regarding the compensation structure applicable to Internet Telephony.

5.7.5 The Intercarrier Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service, InterLATA or IntraLATA Toll Traffic, or Internet Traffic other than Compensable Internet Traffic. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs. In addition, the Intercarrier Compensation arrangements set forth in this Agreement are not applicable to special access, private line or any other traffic that is not switched by the Receiving Party.

5.7.6 If the FCC or the Commission issues an order that establishes a mechanism and rates for telecommunications carriers to compensate one another for the exchange of Local Traffic and Compensable Internet Traffic in the Commonwealth of Virginia (such mechanism and rates, the "Regulatory Intercarrier Compensation Scheme") and such order is effective and not subject to judicial or administrative stay, then either Party may elect, in accordance with a written notice from such Party, to adopt the Regulatory Intercarrier Compensation Scheme, which election shall be memorialized in a writing signed by the Parties; *provided, however*, that the Regulatory Intercarrier Compensation Scheme shall be effective prospectively only, to have effect from the date of the written notice identified in this paragraph above; *provided, further*, that such order either must provide that the Regulatory Intercarrier Compensation Scheme applies to Compensable Internet Traffic or must expressly prescribe discrete rates that apply to traffic that is substantially out of balance, in which case the Regulatory Intercarrier Compensation Scheme adopted by Cox must replicate the entire rate structure that applies to the various levels of traffic imbalance set forth in such order; *provided, further*, that if a Party's adoption of the Regulatory Intercarrier Compensation Scheme would cause the Intercarrier Compensation rate then in effect under Section 5.7.3 hereof to decrease or increase by less than fifteen percent (15%), then neither Party may elect to adopt the Regulatory Intercarrier Compensation Scheme; and *provided, further*, that, after its adoption, the Regulatory Intercarrier Compensation Scheme shall apply only to Compensable Internet Traffic. Except as set forth in this paragraph, each Party irrevocably waives, with respect to the other Party, any and all rights that may have accrued to it prior to October 31, 2002 under Section 252(i) of the Communications Act or any other applicable law or regulation to adopt the terms of any other interconnection agreement, law, regulation, order or arbitration award relating to (i) Intercarrier Compensation, reciprocal compensation or similar compensation mechanisms; and (ii) physical interconnection architecture.

5.7.7 The designation of Traffic as Local or Toll for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.8 Each Party reserves the right to measure and audit all Traffic to ensure that proper rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

5.7.9 The Parties will engage in settlements of alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.

**8. Change all references to "Reciprocal Compensation" to read "Intercarrier Compensation".**

**Table - Open Issues**  
Current as of 12/12/2000

Cox Proposed Language	VZ-VA Proposed Language
[Propose to delete.]	11.9.6 If as the result of Cox Customer actions (i.e., Customer Not Ready ("CNR")), VZ-VA cannot complete requested work activity when a technician has been dispatched to the Cox Customer premises, Cox will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in VZ-VA's applicable retail Tariff.
<p>11.13.2.1 Subject to Applicable Law, Cox may order and VZ-VA shall provide the 'UNE Platform' Combination (e.g., an existing combination of unbundled loop, unbundled local switching, unbundled shared transport) and any additional Combination provided by VZ-VA pursuant to the Bona Fide Request process. Such Combination may thereafter be identified and described by Cox so that it can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case Cox shall specify on each order the type of service to be provided as well as any necessary engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) Cox requests for such Combination.</p> <p>11.13.2.2 Cox may order from VZ-VA multiple individual Network Elements on a single order without the need to have Cox send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.</p> <p>11.13.2.3 When Cox orders Network Elements or Combinations that provide the same functionality as a bundled (resold) service, and which are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. There shall be no charge (e.g., "glue" charge) for such interconnection, except for any applicable service order charge.</p>	<p>11.13.2.1 In accordance with, but only to the extent required by Applicable Law, Cox may order and VZ-VA shall provide an existing combination of unbundled loop, unbundled local switching, unbundled shared transport, also known as a "UNE Platform" Combination.. In accordance with Appendix B-2, Verizon/GTE Unbundled Network Elements Ordered Application-Application (LSR) of <u>"In re Application of GTE Corporation, Transferor, and Verizon Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License</u>, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, VZ-VA shall provide to Cox electronic ordering capability for "UNE Platform" Combinations</p> <p>11.13.2.2 When Cox orders a Combination of Network Elements that are currently interconnected and functional, VZ-VA will provide such Combination of Network Elements on an interconnected and functional basis unless Cox requests otherwise. VZ-VA's rates for Combinations of Network Elements will be in accordance with Applicable Law.</p>



Cox Proposed Language	VZ-VA Proposed Language
<p>11.13.2.4 To the extent required by Applicable Law, VZ-VA shall provide unbundled Network Elements in a manner that allows Cox to combine such elements in order to provide Telecommunications Service.</p>	
<p>11.13.4 Conversion of Special Access to Loop-Transport Combinations.</p> <p>11.13.4.1 The Parties acknowledge that special access services are ordinarily provided through a combination of channel terminations and dedicated interoffice mileage. Special access services that are eligible for conversion can be converted to a Combination of unbundled Loop and unbundled transport. Verizon will provide loop-transport Combinations to Cox if Cox certifies that the loop-transport Combination will be used to provide a significant amount of local exchange service and if applicable, associated Switched Exchange Access Service. It is presumed that Cox is providing a significant amount of local exchange service if it meets one of the following three circumstances:</p> <p>a. Cox certifies that it is the exclusive provider of a Customer's local exchange service. The loop-transport Combinations must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow loop-transport Combinations to be connected to Verizon's tariffed services. Under this option, Cox is the Customer's only local service provider.</p> <p>b. Cox certifies that it provides local exchange and Exchange Access service to the Customer's premises and handles at least one third of the Customer's local traffic measured as a percent of total Customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow loop-transport Combinations to be connected to Verizon's tariffed services.</p> <p>c. Cox certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and</p>	<p>[Provided to VZ-VA 7-19; awaiting VZ-VA response]</p>

Cox Proposed Language	VZ-VA Proposed Language
<p>that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport Combinations to be connected to Verizon's tariffed services. Under this option only, Collocation is not required.</p>	
<p>11.13.4.2 The physical facilities used to provide a special access service to Cox must be the same facilities that will provide a loop-transport Combination requested by Cox, and Verizon will not rearrange such facilities in connection with a conversion.</p>	<p>[Provided to VZ-VA 7-19; awaiting VZ-VA response.]</p>
<p>11.13.4.3 Verizon has the right to audit to confirm Cox's compliance with the local usage requirements. Verizon will hire and pay for an independent auditor to perform the audit, using the records that Cox keeps in the normal course of business, and Cox will reimburse Verizon if the audit uncovers noncompliance with the local usage options. Such an audit by VZ-VA will only be undertaken when VZ-VA has a specific concern, which is communicated to Cox, that Cox has not met the above criteria for providing a significant amount of local exchange service. Verizon will provide at least 30 days' written notice to Cox that it will conduct an audit. Verizon will not conduct more than one audit of Cox in any calendar year unless the audit finds noncompliance.</p>	<p>[Provided to VZ-VA 7-19; awaiting VZ-VA response.]</p>
<p>11.14.1 VZ-VA shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). Cox acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that VZ-VA is developing the Rates and VZ-VA has not finished developing the Rates as of the Effective Date. When VZ-VA finishes developing a Rate, VZ-VA shall notify Cox in writing of such proposed Rate in accordance with, and subject to, the notices provision of this Agreement. Such notice by VZ-VA shall be understood by the Parties to be a request to negotiate in good faith an amendment to the Interconnection Agreement so that Exhibit A includes such Rate. Upon execution of such amendment and thereafter, VZ-VA shall bill Cox, and Cox shall pay to VZ-VA, for services provided under this Agreement on the Effective Date and</p>	<p>11.14.1 VZ-VA shall make NIDs available to [CLEC] at the rates set forth in Exhibit A. VZ-VA shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). [CLEC] acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that VZ-VA is developing the Rates and VZ-VA has not finished developing the Rates as of the Effective Date. When VZ-VA finishes developing a Rate, VZ-VA shall notify [CLEC] in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement and thereafter shall bill [CLEC], and [CLEC] shall pay to VZ-VA, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement. Any notice provided by VZ-VA to [CLEC] pursuant to this</p>

Cox Proposed Language	VZ-VA Proposed Language
<p>thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement.</p> <p>11.14.2 The Parties shall cooperate to true up amounts billed by VZ-VA to Cox and paid by Cox to VZ-VA based on an interim Rate for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.</p>	<p>Section 11.14.1 shall be deemed to be a part of Exhibit A immediately after VZ-VA sends such notice to [CLEC] and thereafter.</p> <p>11.14.2 The rates and/or rate structures for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable, to the extent such rates and/or rate structures are part of Exhibit A, shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission. The rates and/or rate structures approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable shall supercede those shown in Exhibit A. The permanent rates shall be effective retroactively to the Effective Date of this Agreement. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of the Effective Date of this Agreement. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.</p>
<p>27.4 Notwithstanding anything herein to the contrary, if, as a result of any final decision, final order or final determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that either Party is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided hereunder, then the providing Party may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination, as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element, service, facility, arrangement or benefit. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that VZ-VA is not required to provision a particular Network Element, service, facility, arrangement or benefit. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element,</p>	<p>27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that VZ-VA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Cox hereunder, then VZ-VA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to Cox, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.</p>

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<p>service or arrangement.</p> <p><b>SCHEDULE 4.2</b></p> <p>Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.</p> <p>3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:</p> <p>(a) Cox, at the Cox-IP in which the Traffic is to terminate.</p>	<p><b>SCHEDULE 4.2</b></p> <p>Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.</p> <p>3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:</p> <p>(a) Cox, at the Cox-IP in which the Traffic is to terminate.</p> <p>(b) VZ-VA, at the VZ-VA-IP in the LATA in which the Traffic is to terminate.</p>
Exhibit A (Various)	Exhibit A (Various)

INTERCONNECTION AGREEMENT

Dated as of December 5, 2000

by and between

VERIZON - VIRGINIA, INC.

and

COX VIRGINIA TELCOM, INC.

## INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2000 (the "Effective Date"), by and between Verizon - Virginia ("VZ-VA"), a corporation with offices at 600 East Main Street, Richmond, VA, 23261, and Cox Virginia Telcom, Inc. ("Cox"), a Virginia public service corporation with offices at 225 Clearfield Avenue, Virginia Beach, VA, 23462.

WHEREAS the Parties want to interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services, Switched Exchange Access Services and other Telecommunications Services (all as defined below) to their respective Customers; and

WHEREAS the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") has specific requirements for Interconnection, unbundled Network Elements and resale service, and the Parties intend that this Agreement meet these requirements; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and VZ-VA hereby agree as follows:

### 1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act. Where the meanings set forth in this Agreement differ from the meanings set forth in the Act, the meanings set forth in the Act will control.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996) and interpreted in the duly authorized rules, regulations, and orders of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which complies with ANSI standard T1.413-1998.

1.3 "Agreement" means this Interconnection Agreement, including all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing.

1.5 “ANI” or “Automatic Number Identification” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.6 “Applicable Law” means all laws, regulations and orders applicable to each Party’s performance of its obligations hereunder.

1.7 “BFR” or “Bona Fide Request” means the process described in Exhibit B that prescribes the terms and conditions relating to Cox’s request that VZ-VA provide access to an unbundled Network Element that VZ-VA does not provide under the other terms of this Agreement.

1.8 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.9 “Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.10 “CCS” or “Common Channel Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). VZ-VA and Cox currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s signaling point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point for the exchange of SS7 messages.

1.11 “Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXXs”). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

1.12 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.13 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and future CCS-based offerings.

1.14 "Collocation" means an arrangement in which the equipment of one Party (the "Collocating Party") is installed and maintained at the Premises of the second Party (the "Housing Party") for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.15 "Commission" means the Virginia State Corporation Commission.

1.16 "CLEC" or "Competitive Local Exchange Carrier" means any Local Exchange Carrier other than VZ-VA that is operating as such in VZ-VA's certificated territory in Virginia. Cox is a CLEC.

1.17 "CPN" or "Calling Party Number" is a Common Channel Signaling ("CCS") parameter which identifies the calling party's telephone number.

1.18 "Cross Connection" means a jumper cable or similar connection provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party (see definition of "Collocation").

1.19 "Customer" means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, provided, however, that the term "Customer" does not include a Party except in the case where that Party is a business end-user subscriber to Telephone Exchange Services provided by the other Party.

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.



1.23 “Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.24 “End Office Switch” or “End Office” is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.25 “Entrance Facility” means the facility between a Party’s designated premises and the Central Office serving that designated premises.

1.26 “FCC” means the Federal Communications Commission.

1.27 “FCC Regulations” means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.28 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which complies with TA-NWT-001210, Issue 1, Generic Requirements for High-Bit-Rate Digital Subscriber Lines, Telcordia.

1.29 “Independent Telephone Company” or “ITC” means any entity other than VZ-VA which, with respect to its operations within Virginia, is an Incumbent Local Exchange Carrier.

1.30 “Information Services Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s information services platform (e.g., 976).

1.31 “Inside Wire” or “Inside Wiring” means all Loop plant owned by VZ-VA on the Customer premises as far as the point of demarcation, as defined in § 47 CFR 68.3, including the Loop plant near the Customer premises. The term “Inside Wire” does not include deregulated inside wire on the end user customer premises, which is wire on the customer side of the Rate Demarcation Point and wire that is not owned by VZ-VA.

1.32 “Integrated Digital Loop Carrier” or “IDLC” means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.33 “Integrated Services Digital Network” or “ISDN” means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (“BRI-ISDN”) provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (“PRI-ISDN”) provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.34 "ISDL" or "ISDN Digital Subscriber Line" means a transmission technology which uses the ISDN physical layer protocol defined in ANSI standard T1.601, but not the higher layer ISDN protocol standards.

1.35 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.36 "Internet Traffic" means any traffic that is transmitted to or returned from an Internet Service Provider at any point during the duration of the transmission.

1.37 "IP" or "Interconnection Point" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.38 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.39 "Loop" means a transmission facility between a distribution frame (or its equivalent) in a Customer's serving Central Office and the Loop demarcation point at that Customer premises, including inside wire owned by VZ-VA. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. Where the Loop is Dark Fiber from a distribution frame (or its equivalent) in a Customer's serving Central Office to the Loop demarcation point at that Customer premises, the Loop is provided without electronics. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity transmission media. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.40 "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area (based on the rate center point of the originating and terminating NPA-NXXs of the callers), as defined in VZ-VA's effective Customer Tariffs. For the purposes of Reciprocal Compensation, Local Traffic includes Internet Traffic.

1.41 "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for Interconnection to other Telecommunications facilities within the Wire Center.

1.42 "MECAB" means the Multiple Exchange Carrier Access Billing ("MECAB") document prepared by the Billing Committee of the Ordering and Billing

Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.43 “MECOD” means the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.44 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (e.g., an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.

1.45 “Meet Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.46 “Mid-Span Fiber Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon Point of Interconnection (“POI”), limited by technical feasibility and the availability of facilities, utilizing a fiber hand-off and, at the delivering carrier’s option, may interface with such carrier’s collocated equipment to gain access to unbundled Network Elements.

1.47 “Network Interface Device” or “NID” is defined as any means of interconnection of deregulated inside wire to VZ-VA’s distribution plant, such as a cross connect device used for that purpose.

1.48 “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.49 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized Telecommunications Service which

may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.50 “NXX,” “NXX Code,” or “End Office Code” means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.51 “Percent Interstate Usage” or “PIU” is a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the LATA. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

1.52 “Percent Local Usage” or “PLU” is a factor that distinguishes the intraLATA, intrastate portion of minutes from the interLATA, intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PLU is a whole number developed through consideration of every call in which the calling and called party are located within the same Rate Center Area. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

1.53 “Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer’s network address. The Port Element is part of the provision of unbundled local Switching Element.

1.54 “Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

1.55 “RADSL” or “Rate Adaptive Digital Subscriber Line” means a transmission technology which complies with Technical Report No. 59, Single-Carrier Rate Adaptive Digital Subscriber Line (RADSL), Alliance for Telecommunications Industry Solutions.

1.56 “Rate Center Area” or “Exchange Area” means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.57 “Rate Center Point” means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the

purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.58 “Rate Demarcation Point” means the point of the property or premises where network access recurring charges and VZ-VA responsibility stop and beyond which Customer or property owner responsibility begins.

1.59 “Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location or a “LEC Consortium Point of Interconnection.” Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (“CLLI”) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.60 “Reciprocal Compensation” means the arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party’s network and terminating on the other Party’s network (as set forth in subsection 5.7).

1.61 “SDSL” or “Symmetrical Digital Subscriber Line” means a transmission technology which can be used to transmit high speed symmetrical digital signals at 784 Kbps or less over compatible copper Loops.

1.62 “Service Management System” is defined as a computer database or system not part of the public switched network that, among other things:

(a) Interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and

(b) Provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

1.63 “Splitterless ADSL” or “Splitterless Asymmetric Digital Subscriber Line” means a transmission technology which complies with ANSI standard T1.419-2000.

1.64 “Subloop” means any portion of the Loop that is technically feasible to access at terminals in VZ-VA’s outside plant, including Inside Wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within

the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.

1.65 “Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 “Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.67 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Telephone Toll Service Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

1.68 “Switching Element” is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a VZ-VA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customer(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.69 “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office or Tandem Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

1.70 “Tariff” means any applicable federal or state Tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility or arrangement. A Tariff shall not include VZ-VA’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which may be approved or may be pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.71 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.72 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g., another carrier’s network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.73 “Voice Grade” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms “DS-0” or “sub-DS-1” may also be used.

1.74 “Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the Premises for one or more Central Offices.

## 2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including VZ-VA or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2. The Parties agree to give notice of all proposed Tariff changes pursuant to Commission rules and orders.

## 3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which VZ-VA and Cox will offer and provide to each other within each LATA in which they operate within Virginia: a) Interconnection and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c) services related to a) and b). This Agreement also sets forth the terms, conditions and pricing under which VZ-VA will offer and provide to Cox within each LATA in which they operate within Virginia access to unbundled Network Elements. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 If, during the Term of this Agreement, Cox is classified as a comparable carrier pursuant to Section 251(h)(2) of the Act or as an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Act, then the terms, conditions and pricing under which Cox, in its capacity as a comparable carrier or as an incumbent local exchange carrier, will offer and provide Interconnection, access to unbundled Network Elements and ancillary services to VZ-VA shall be the same as those under which VZ-VA offers and provides Interconnection, access to unbundled Network Elements and ancillary services to Cox in VZ-VA's capacity as an incumbent local exchange carrier. During the first ninety (90) days after Cox's classification as a comparable carrier or as an incumbent local exchange carrier, Cox may request that the Parties negotiate an amendment to this Agreement regarding the terms; conditions and pricing under which Cox will offer and provide Interconnection, access to unbundled Network Elements and ancillary services to VZ-VA.

#### 4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

##### 4.1 Interconnection Activation

Cox represents that it is providing fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers in Virginia through the IPs listed in the attached Schedule 4.1. Cox and VZ-VA have set forth in Schedule 4.1 their implementation schedule for their initial IPs through which they intend to provide service. To the extent VZ-VA or Cox wishes to provide service through additional IPs, VZ-VA and Cox will mutually agree to an implementation schedule for those IPs Cox and VZ-VA have set forth in Schedule 4.1 their implementation schedule for their initial IPs through which they intend to provide service. To the extent VZ-VA or Cox wishes to provide service through IPs in additional LATAs, VZ-VA and Cox will mutually agree to an implementation schedule for those IPs and amend Schedule 4.1 to reflect that implementation schedule. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.



## 4.2 Trunk Types and Interconnection Points

4.2.1 Trunk Types. Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Tandem Transit Traffic, Internet Traffic, translated LEC IntraLATA toll free service access code (e.g. 800/888/877) traffic, IntraLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Cox Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a VZ-VA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6;

911/E911 Trunks (one-way) for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7;

At Cox's option, Cox shall configure the following separate and distinct trunk groups:

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7;

At either Parties' option, either Party may order:

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 7;

The Parties may configure other trunk groups as may be requested and agreed to by the Parties

4.2.2 Interconnection Points. Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the Cox network from which Cox will provide transport and termination of traffic to its Customers shall be designated as the Cox Interconnection Points ("Cox-IPs"). The mutually agreed-upon IPs on the VZ-VA network from which VZ-VA will provide transport and termination of traffic to its Customers shall be designated as the VZ-VA Interconnection Point(s) ("VZ-VA-IP(s)"); provided that such